74 Pac. 710; *Van Kleeck v. Ramer* (1916) 62 Colo. 4, 156 Pac. 1108. But *State v. Bacon, supra,* seems to have been overruled. *State v. Whisman* (1915) 36 S. D. 260, 154 N. W. 707. And a later South Dakota decision holds that while the existence of an emergency making the preservation of the public peace, health, or safety necessary is a question for the legislature, yet whether an act, in substance and effect, meets the emergency is a question for the courts. *Hodges v. Snyder* (1920, S. D.) 178 N. W. 575. The latter may scrutinize a legislative declaration of an emergency and, if the statute purporting to be enacted to meet the emergency has no relation to its object, it is the duty of the court to so adjudge. *Mugler v. Kansas* (1887) 123 U. S. 623, 8 Sup. Ct. 273; *State v. Meath* (1915) 84 Wash. 302, 147 Pac. 11. A declaration that an act is of a certain class, excepted by the Constitution, has no more binding force than a declaration that an act is constitutional. *McClure v. Nye* (1913) 22 Calif. App. 248, 133 Pac. 1145. The instant case appears to follow the present trend of authority in holding that whether a measure is for the immediate preservation of the public peace, health, or safety, is controlled by the facts and not by a superfluous declaration of necessity. If the stated object is not in reality involved, its avowal should not deprive the people of their constitutional privilege of referendum. The power to determine whether the act falls within the legislative declaration of purpose rests with the courts. *State v. Sullivan* (1920, Mo.) 224 S. W. 327; *State v. Stewart* (1920, Mont.) 187 Pac. 641; (1915) 29 HARV. L. REV. 91.

JURISDICTION—SERVICE OF PROCESS ON OFFICERS OF FOREIGN CORPORATION NOT DOING BUSINESS IN STATE.—Suit having been filed against certain foreign corporations, service of process was attempted upon their officers who had come into the state to attend a convention on matters of business policy. *Held,* that the writ should be quashed for lack of jurisdiction, since the defendants were not "doing business" within the state. *Apgar v. Altonna Glass Co.* (1921, N. J. Eq.) 113 Atl. 593.

The requirements of due process of law forbid the assumption of jurisdiction *in personam* over anyone, in the absence of consent, who is not found in the state. *Pennoyer v. Neff* (1877) 95 U. S. 714. Hence, to render a foreign corporation amenable to process, it must appear that it is "doing business within the state in such manner and to such extent as to warrant the inference that it is present there. And even if it is doing business within the state, the process will be valid only if served upon some authorized agent." *Philadelphia & R. Ry. v. McKibbin* (1916) 243 U. S. 264, 37 Sup. Ct. 280. The question as to what constitutes the doing of business for the purpose of jurisdiction is one for which no general rule can be given. Each case depends upon its own facts. It has been held, for instance, that a railroad company was not amenable to process in a state where it maintained an active soliciting office, which not only sought business, but received money from prospective passengers to whom it gave prepaid orders for tickets to be obtained at another point, and issued exchange bills of lading for the convenience of shippers. *Green v. Chicago, Burlington, & Quincy Ry.* (1906) 205 U. S. 530, 27 Sup. Ct. 595. On the other hand, where a foreign manufacturing corporation maintained a soliciting office which had authority to take orders for machines and receive payment in money, checks, or drafts, payable and collectible within the state, it was held that the corporation was sufficiently present to validate a personal judgment. *International Harvester Co. v. Kentucky* (1913) 234 U. S. 579, 34 Sup. Ct. 944. It is to be noted that the jurisdictional question is distinct from the question as to the extent of business which must be done in order to bring foreign corporations within regulative statutes. Business may be sufficient to subject the foreign corporation to service of process, and yet insufficient to require it to take out a license. *International Text-Book Co. v. Tone* (1917) 220 N. Y. 313, 115 N. E. 914; *Tauza v. Susquehanna Coal Co.* (1917) 220 N. Y. 259, 115 N. E. 915.

As to what constitutes "doing business" for the latter purpose, see (1921) 30 YALE LAW JOURNAL, 529. In the instant case, the only basis for jurisdiction urged was that the officers were in the state on business of their corporations. But since the corporations themselves were not transacting business within the state, the service was properly held abortive.

KANSAS INDUSTRIAL COURT—REGULATIONS FOR CONDUCT OF PACKING BUSINESS.—An agreement between the defendant, a small meat packing concern, and its four hundred employees expired on January 1, 1921, and the defendant refused to renew it. Failing of agreement a complaint was filed by the plaintiff labor organization against the defendant industry. *Held,* that (1) the employees were to receive a minimum wage as scheduled by the court, (2) a basic working day of eight hours was to be established, (3) sufficient work was to be furnished to the "regular employees" so that their monthly earnings would constitute a fair wage, (4) women were to receive the same wages as men engaged in the same character of work, and (5) time and a half was to be paid for work on legal holidays. *Amalgamated Meat Cutters and Butchers Workmen of North America v. Wolff Packing Company* (1921, Kan. Ind. Ct.) Docket No. 3926.

The instant case shows the scope and extent of the court's supervision over one of the selected industries of food, clothing, fuel, and transportation. The order passes far beyond the bounds of regulation into the field of managerial supervision. Its only precedents are found in the decisions of the Australian and New Zealand Courts of Conciliation. See Henry B. Higgins, *A New Province for Law and Order* (1915) 29 HARV. L. REV. 13; (1918) 32 *ibid.* 189; (1920) 34 *ibid.* 105; W. Jethro Brown, *The Separation of Powers in British Jurisdictions* (1921) 31 YALE LAW JOURNAL, 24, 33. The underlying economic basis of the decision is found in the principle that wages to labor should be considered before dividends to the investor, and that if a business cannot be maintained without cutting down an employee's fair wage then the enterprise should be abandoned. *Electric Railway Employees v. Joplin and Pittsburgh Railway Company* (1920, Kan. Ind. Ct.) Docket No. 3283; *Broken Hill Mine* (1909, Austr. Ct. of Concil.) 3 Com. Arb. 1, 32. The Australian rule is in accord with the principal case in prescribing the hours of labor, pay for work on legal holidays, and in holding that women are to receive the same wages as men engaged in the same class of work. *Postal Electricians* (1913, Austr. Ct. of Concil.) 7 Com. Arb. 5, 15; *Fruit Growers* (1912, Austr. Ct. of Concil.) 6 Com. Arb. 61, 71. The courts are not in entire harmony as to what constitutes a fair wage. Cf. *State v. Topeka Edison Company* (1920, Kan. Ind. Ct.) Docket No. 3245-1-2; *Boot-factories* (1910, Austr. Ct. of Concil.) 4 Com. Arb. 1, 10. Whether such interference with a business, affected with a public interest, but nevertheless private, will be held by the Supreme Court of the United States to be within the police power of the State and so not in contravention of the Fourteenth Amnedment to the Federal Constitution, seems doubtful, to say the least. In the meantime there is being evolved a system of industrial jurisprudence. Other provisions of the Act creating the court have been held constitutional by the Supreme Court of Kansas. *State v. Howat* (1921, Kan.) 198 Pac. 686; see COMMENTS (1921) 31 YALE LAW JOURNAL, 75. For a discussion of the Kansas Court of Industrial Relations, with provisions of the Act, see Vance, *Kansas Court of Industrial Relations with its Background* (1921) 30 YALE LAW JOURNAL, 456.

LANDLORD AND TENANT—NOTICE TO QUIT—WAIVER BY STATUTORY ACCEPTANCE OF RENT.—The defendant became tenant from year to year of the plaintiff under an agreement which became effective on December 25, 1916. On May 25, 1920, the plaintiff notified the tenant to quit at the expiration of the then current year of tenancy, December 25, 1920. The defendant held over until June 24, 1921, during